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February 29, 2024

**VIA ECF**

Honorable Miroslav Lovric, USMJ  
United States District Court for the  
Northern District of New York  
Binghamton United States Courthouse  
15 Henry Street  
Binghamton, New York 13901

**Re: *Honeywell Int'l Inc. v. Buckeye Partners, L.P., et al.***  
**No. 5:18-cv-00646-FJS-ML**

Dear Judge Lovric:

This firm represents Energy Transfer (R&M), LLC and ETC Sunoco Holdings LLC, (collectively, the “Sunoco Defendants”). Pursuant to the Court’s February 16, 2024 Text Order (ECF # 385), we submit this joint status report on behalf of the Sunoco Defendants, the County of Onondaga, New York (the “County”) and Plaintiff Honeywell International Inc. (“Honeywell”) with regard to the Sunoco Defendants’ efforts to conduct sampling on SYW-12, which is owned by the County.

On January 23, 2024, the Sunoco Defendants filed a Motion to Compel Inspection seeking to conduct an inspection and sampling of SYW-12 (ECF # 367) and Honeywell filed a Contingent Motion to Compel Inspection (ECF # 368), which sought notice, prompt access to results, and the ability to take split samples if the Court were to grant the Sunoco Defendants’ motion. On February 6, 2024, the County filed an Affidavit in Opposition to the Sunoco Defendant’s Motion to Compel Inspection. The Court held a hearing on the motions on February 15, 2024, and denied both motions without prejudice.

Since the hearing, on February 20, 2024, Benjamin Yaus, on behalf of the County, and I held a meet and confer via Zoom. In that meet and confer, I reported to Mr. Yaus that the

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consultants retained on behalf of the joint defense group have concluded that the sampling which was the subject of the Sunoco Defendant's Motion to Compel can be completed using hand tools, including a post hole digger and a hand auger. These tools and associated equipment can all be carried onto the SYW-12 property through the property owned by the City of Syracuse identified as Creekwalk to Lake Lounge with little possibility of any disturbance to that property. Furthermore, use of the Creekwalk to the Lake Lounge property to bring the equipment onto the SYW-12 property would eliminate any need to access property owned by CSX. Furthermore, in the meet and confer, I showed Mr. Yaus a drawing depicting the proposed sampling locations overlayed on the County's drawing of SYW-12 that was produced by the County in its objection. These sample locations would not be located on the trail that exists in SYW-12 or on CSX property. Mr. Yaus indicated that this approach, which would be detailed in a revised version of the sampling Work Plan, likely would be acceptable to the County. In addition, I requested from Mr. Yaus a form of access agreement for review by the Sunoco Defendants that the County would find acceptable. Mr. Yaus agreed to provide such a form.

In addition, on February 20, 2024, Mr. Yaus left a voicemail for and sent an email to Meghan Ryan at the City of Syracuse informing her of the Sunoco Defendants' desire to utilize the City's Creekwalk to Lake Lounge property to access SYW-12 for the sampling, and also indicating that the Sunoco Defendants would like to pursue a permit or access agreement with the City to utilize the Creekwalk to Lake Lounge property for access.

With regard to Honeywell's requests to participate in any sampling, should it proceed, as set forth in its Contingent Motion to Compel Inspection, the Sunoco Defendants and the County do not have objection to the requests, summarized as follows:

- At least 3 days prior notice to Honeywell of any sampling by the joint defense group;
- Providing Honeywell the ability to collect split samples using equipment supplied by Honeywell and at Honeywell's sole cost;
- Honeywell's receipt of the analytical results of samples collected by the joint defense group delivered by the laboratory directly to Honeywell at the same time the results are delivered to the joint defense group, with Honeywell directing its laboratory to deliver its analytical results directly to the Sunoco Defendants at the same time they are delivered to Honeywell.

These requests will be embodied in both the revised Work Plan as well as the access agreements with the County. The Sunoco Defendants would also seek to assure that access for Honeywell is incorporated into any access agreement with the County and the City of Syracuse.

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In our February 20 meet and confer, Mr. Yaus and I agreed to work cooperatively and diligently to complete negotiations on an access agreement which would incorporate the revised Work Plan once approved by the three parties. In addition, the Sunoco Defendants commit to working with counsel for Honeywell to address its requests appropriately.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John J. McAleese, III", is positioned above the printed name.

John J. McAleese, III

cc: All Parties of Record via ECF